

## **OPEN SOLICITATION PLAN FOR RECREATION COACH BUS TRANSPORTATION SERVICES**

As required by the Montgomery County Procurement Regulations, Code of Montgomery County Regulations (COMCOR) Section 11B.00.01, et seq., Section 4.16.3(a), the Department of Recreation is submitting this plan to the Director, Department of General Services for approval.

1. The Department of Recreation will provide public notice of this solicitation by sending a notice/application to any person who may be interested in and capable of providing coach bus transportation services for the Department of Recreation. Notice will be conspicuously displayed within the lobby of the Office of Procurement. Notice will also be found on the Office of Procurement's website [www.montgomerycountymd.gov/content/DGS/pro/public\\_opensol.asp](http://www.montgomerycountymd.gov/content/DGS/pro/public_opensol.asp); and the Department of Recreation will have the Notice and Application available on its website <http://www6.montgomerycountymd.gov/recmpl.asp?url=/content/rec/how/become.asp>.
2. The Mandatory Insurance Requirements from the Division of Risk Management for this open solicitation are listed on Exhibit A.
3. The Department of Recreation has established an application process for potential contractors to follow in order to obtain a contract under this open solicitation (*see* Exhibit B).
4. The Department of Recreation (the "Department") provides various after school, school break and weekend programs that include trips (i.e., outings or events) to varying locations both within and outside Montgomery County for elementary, middle and high school students from selected school locations in Montgomery County. The Department also provides various family, senior, and adult outdoor adventure trips; teen trips; and swim meet trips. The Department offers a variety of types of trips of varying durations including one way trips to locations within Montgomery County; half-day round trips to locations within Montgomery County and outside of Montgomery County; full-day round trips to locations within Montgomery County and outside of Montgomery County; and overnight round trips. Passenger pick up sites are at various locations in Montgomery County as determined by the Department.
5. The objective qualifications for potential contractors are listed in the application process.
6. The applicant must complete the application, and submit all mandatory submissions. If the applicant meets the minimum qualifications, the

Department will enter into a contract with the applicant that the Office of the County Attorney has pre-approved (Exhibit C). If the applicant does not meet the qualifications, the Department will send them a written notification advising them as such. The Pre-Approved contract will be used without modification and all applicants must agree to accept the pre-approved contract including the attached General Conditions of Contract, as written, with no modification.

7. The Department will obtain the necessary Certificate(s) of Insurance from the applicant, and submit them to the Division of Risk Management for approval, using the Certificate of Insurance Review Form (PMMD-62).
8. The Department of Recreation has set the rates for all services to be provided under this Open Solicitation, and has determined that those rates are fair and reasonable.
9. This Department will submit the following to the Office of Procurement: 1) a transmittal memo stating that the applicant is responsible; 2) three copies of the pre-approved form contract which have been signed by the Department Head and the applicant; 3) the approved Certificate(s) of Insurance by the Division of Risk Management; 4) a completed Wage Requirements Certification form; and, 5) a dummy requisition using commodity code 962-16, for WAR reporting. If the applicant is not registered to do business with the County, the Department will have the applicant register in the Central Vendor Registration System prior to submitting the contract to the Office of Procurement.
10. It is understood that although a contract is being executed as an indication that the Contractor meets the minimum qualifications established for the service described in this Open Solicitation, there is no guarantee that the Contractor will be assigned any Coach Bus Transportation Services under the contract. Upon execution of the contract, the Contractor's name will be placed on a list of Recreation Coach Bus Transportation Services Contractors, and the type of buses in its fleet. When services are needed by the Department, it will contact the first contractor on the list that has the type of coach bus(es) that accommodates the transportation needs of the County. The assignments will be based upon the County's needs and the Contractor's ability and availability to provide the Recreation Coach Bus Transportation Service required by the Department. All assignments will be made by the Department on a rotating basis in the order that the contracts are executed. Should a contractor not be available to undertake the services upon notification from the County, or is not listed on the Montgomery County Public Schools Passenger Motor Carrier Quality Assurance Program Approved Passenger Motor Carriers list, the Department will assign the services to the next available contractor on the list, and the list for future assignments will resume from that point.
11. If services are expected to exceed \$50,000, a completed Minority, Female,

Disabled Persons Subcontractor Performance Plan from the applicant must be submitted to and approved by the County, prior to execution of the contract.

12. The services provided under this Open Solicitation will be provided on an "as needed basis", and all purchases are contingent upon the appropriation and encumbrance of funds prior to placing any order for transportation services with the contractor.
13. Applications will be accepted until June 30, 2015.

10/17/12

## **EXHIBIT A**

### **MANDATORY INSURANCE REQUIREMENTS**

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

#### **Commercial General Liability**

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

#### **Automobile Liability Coverage**

A minimum limit of liability of *five million dollars (\$5,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

#### **Worker's Compensation/Employer's Liability**

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

#### **Additional Insured – AUTO & CGL**

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### **Policy Cancellation**

Should any of the above policies be cancelled before the expiration date thereafter, written notice must be delivered to the County in accordance with the policy provisions.

#### **Certificate Holder**

Montgomery County, Maryland  
Department of Recreation  
Attn. Allison Cohen  
4010 Randolph Road  
Silver Spring, Maryland 20902

**EXHIBIT B**  
**APPLICATION PROCESS**

**APPLICATION PROCESS**

for  
Open Solicitation  
#1023332

for

**Recreation Coach Bus Transportation Services**

To all prospective applicants:

Montgomery County (the "County") through its Department of Recreation (the "Department") provides various after school, school break and weekend programs that include trips (i.e., outings or events) to varying locations both within and outside Montgomery County for elementary, middle and high school students from selected school locations in Montgomery County. The Department also provides various family, senior, and adult outdoor adventure trips; teen trips; and swim meet trips. The Department offers a variety of types of trips of varying durations including one way trips to locations within Montgomery County; half-day round trips to locations within Montgomery County and outside of Montgomery County; full-day round trips to locations within Montgomery County and outside of Montgomery County; and overnight round trips. Passenger pick up sites are at various locations in Montgomery County as determined by the Department. Single day or overnight trips start as early as 5:00 a.m. or as late as 5:00 p.m. and end as late as 12:00 midnight. Recreational trips provided will be to locations in and around the District of Columbia, Virginia, Delaware, Pennsylvania, West Virginia, Maryland and various other locations on the East Coast of the United States. Recreational trips could occur on any day of the week, including weekends.

**Applications will be accepted until June 30, 2015.**

Included herein is the Contract for the Recreation Coach Bus Transportation Services. This Contract encompasses 1) the Application Form/Signature Page; 2) the Recreation Coach Bus Transportation Services Rate Schedule; 3) the General Conditions of Contract Between County & Contractor; 4) the Minority Business Program & Offeror's Representation; 5) the Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor, and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan; 5) the Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form; 6) the Mandatory Insurance Requirements; and, 7) the Metropolitan Washington Council of Governments Rider Clause.

Please note that your firm must be registered in the Central Vendor Registration System, in order to provide services to the County. To register in this system, go online to [www.mcipcc.net](http://www.mcipcc.net), and click on Register, and complete the information. The NIGP Class/Item Code is 962-16. You will need to upload your firm's W-9 Form.

Applicants must complete and submit the Contract, including the documents referenced above.

The qualifications for the Recreation Coach Bus Transportation Services are listed in the Contract. The Department of Recreation will review each application (the Contract) for completeness and to determine if your firm meets these qualifications. At the discretion of the Department of Recreation, an applicant may be contacted by the Department of Recreation to assist them in the determination of the applicant's qualifications and the determination of the applicant's responsibility and ability to perform the services required. Those applications which are incomplete will be returned to the applicant. These applicants may resubmit a completed application. Those applicants that are found not qualified will be notified by the Department of Recreation.

The pre-approved form contract must be signed, as written, with no modifications to it or the attachments (including the General Conditions of Contract Between County and Contractor) to it.

If the applicant is determined to be qualified and is considered to be responsible, the Department of Recreation will obtain the Certificate of Insurance from the applicant, and forward it to the Division of Risk Management for review and approval. Upon receipt of an acceptable Certificate(s), the Department of Recreation will submit all the documents to the Office of Procurement for processing the Contract.

After execution of the Contract, the Office of Procurement will forward an electronic copy of the Contract to both the Department of Recreation and the Contractor.

Should you have any questions regarding this application process, please contact the Department of Recreation at (240) 777-6865.

**EXHIBIT C**

**CONTRACT**



**MONTGOMERY COUNTY, MARYLAND  
DEPARTMENT OF RECREATION**

**OPEN SOLICITATION FOR RECREATION COACH BUS TRANSPORTATION SERVICES**

Contract #

**BACKGROUND**

Montgomery County (the "County") through its Department of Recreation (the "Department") provides various after school, school break and weekend programs that include trips (i.e. outings or events) to varying locations both within and outside Montgomery County for elementary, middle and high school students from selected school locations in Montgomery County. The Department also provides various family, senior, and adult outdoor adventure trips; teen trips; and swim meet trips.

The Department offers a variety of types of trips of varying durations including one way trips to locations within Montgomery County; half day round trips to locations within Montgomery County and outside of Montgomery County; full day round trips to locations within Montgomery County and outside of Montgomery County; and overnight round trips. Passenger pick up sites are at various locations in Montgomery County as determined by the Department.

Single day or overnight trips may start as early as 5:00 a.m. or as late as 5:00 p.m. and end as late as 12:00 midnight.

Recreational trips provided will be to locations in and around the District of Columbia, Virginia, Delaware, Pennsylvania, West Virginia, Maryland and various other locations on the East Coast of the United States. Recreational trips could occur on any day of the week including weekends.

**INTENT**

This Open Solicitation is being issued to accept applications for a contract for Recreation Coach Bus Transportation Services on a continuing basis. **Applications will be accepted until June 30, 2015.** All applicants who meet the pre-established objective qualifications will be awarded a contract.

The County is seeking to obtain adequate coach bus transportation services, for a minimum of 24 to 57 passengers for trips sponsored by the Department of Recreation. Some trips may require the necessity of wheelchair accessible buses.

The County intends to provide coach bus transportation services for a broad range of after school, early release day and school break Recreation programs at various Montgomery County schools or community centers.

The County also intends to provide coach bus transportation services for a broad range of family, senior, and adult outdoor adventure trips; teen trips; and swim meet trips. Trips may include social club activities for adults with disabilities which may require wheelchair accessible vehicles with lifts and tie downs.

It is the intent of the County to provide coach bus transportation services on the same day from as many as ten (10) or more various locations that would require one or more buses at each location.

The County intends to enter into contracts with multiple applicants, depending on the applicant's ability to provide transportation services for County sponsored trips.

## **INSTRUCTIONS, CONDITIONS, AND NOTICES**

1. **Application Preparation Expenses**  
All costs incurred in the preparation and submission of applications will be borne by the applicant and shall not be incurred in anticipation of receiving reimbursement from the County.
2. **Joint Procurement (Optional Use of the Contract)**  
The following entities within Montgomery County must be able to purchase directly from any contract resulting from this solicitation.

Maryland-National Capital Park & Planning Commission (M-NCPPC)  
Montgomery College (MC)  
Montgomery County Public Schools (MCPS)  
Montgomery County Revenue Authority  
Montgomery County Housing Opportunities Commission (HOC)  
Washington Suburban Sanitary Commission (WSSC)  
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefits of the above-named entities as though they were expressly named throughout this Open Solicitation. Each of these entities may purchase from any contractor under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the contractor at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the prices shall be determined by using the unit costs and other pertinent costs that are provided in the contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction above will be solely responsible for any contract directly with the contractor under the jurisdiction's own procurement laws and regulations. Any special discounts unique to a particular entity (e.g. Montgomery County Public Schools educational discounts) should be offered to that entity.

3. **Minority, Female, Disabled Person Program Compliance**  
Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor", and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").
4. **Montgomery County Code and Procurement Regulations**  
The Montgomery County Code and Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.
5. **Name and Signature Requirements**  
The correct and full legal name of the entity involved must be used on applications received and on contracts issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the application, contract, amendment, or related correspondence must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an application or a contract, is a representation by the person signing that the person signing is authorized to do so on behalf of the applicant or contractor. No application will be accepted unless submitted in ink or typewritten.

6. Proprietary & Confidential Information

This is to notify applicants that the County has unlimited data rights regarding applications submitted in response to this solicitation. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by applicants in response to this solicitation issued by the County. However, information that is deemed to be confidential or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter. It is the responsibility of the applicant to clearly identify each part of his/her application that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The applicant agrees with regard to any portion of the application that is not stamped as proprietary or confidential that it believes, and expressly permits the County to deem it not to be proprietary or confidential.

7. Qualification of Applicants

Applicants may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are applying for, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective applicant's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

8. Solicitation Amendments

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Applicants must acknowledge receipt of such solicitation amendments when submitting their application, by submitting a signed solicitation amendment. The application, of any applicant, that does not have a signed solicitation amendment, will be returned to the applicant.

9. Verbal Explanation

Verbal explanations or instructions given by a Montgomery County employee to an applicant in regard to this solicitation will not be binding on the County. Any information given to an applicant in response to a request will be furnished to all applicants as an amendment to this solicitation, if such information is deemed necessary for the preparation of the applications, or lack of such information would be detrimental to the uninformed applicants. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

10. Services Contract (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision "Wage Requirements for Services Contracts Addendum to the General Conditions of Contract Between County and Contractor", and its companion document entitled "Wage Requirements Certification"). If the applicant fails to complete and submit the required material information on the Wage Requirements Certification form, its application will be returned.

11. Payment Terms

The County's Standard Payment terms are Net Thirty (30) Days. This does not preclude an applicant from offering a prompt payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered. Prompt payment discounts may be offered on a shorter payment basis and may be exercised at the County's option at any time during the contract adopted by the County.

## **MANDATORY SUBMISSIONS**

The following items must be completed and submitted by the applicant for consideration of a contract award under this Open Solicitation:

The Contract (pages 1 to 21) which includes:

- a. Application Form/Signature Page (please do not date the signature page, it will be dated by the County if the applicant is awarded a contract resulting from this Open Solicitation) (page 17)
- b. Recreation Coach Bus Transportation Services Rate Schedule (page 18)
- c. The Wage Requirements for Services Contract Addendum to the General Conditions of Contract between County and Contractor; and its companion documents entitled "Wage Requirements Certification" and 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form (Attachment C)
- d. The Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor; and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan (Attachment B).
- e. Minority Business Program and Offeror's Representation (Attachment A)
- f. Written description of experience that the applicant has with serving populations such as children, teens, families, seniors, and customers needing to use wheelchairs.
- g. List of at least three (3) current references for whom comparable work has been performed by the applicant. This list must include company name, person to contact, address and telephone number. (See page 19)
- h. Written detailed description of the resolution plan to provide replacement buses in case of breakdown or malfunction of any equipment and also in an emergency situation, including for trips outside Metropolitan Washington (defined as more than two (2) hours away). The plan must include bus agreements with another bus company, if necessary.
- i. Mandatory Insurance Requirements (Attachment D)
- j. Metropolitan Washington Council of Governments Rider Clause (Attachment E)

Failure to submit any of the Mandatory Submissions may be cause to return your application.

## **AWARD SUBMISSIONS**

The following items must be submitted by the applicant prior to award of a contract:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (Attachment B)
- b. Certificate(s) of Insurance (see Attachment D for the Mandatory Insurance Requirements). These requirements supersede those listed in provision 21 of the General Conditions of Contract Between County and Contractor.
- c. Certification of Posting a Wage Requirements Notice (if applicable)
- d. Name of contact of designated primary contact person and telephone number during business hours (8:00 a.m. to 5:00 p.m.) and after office is closed (5:00 p.m. to 8:00 a.m.).
- e. List of subcontractors for bus replacement both in the Washington Metropolitan area and out of area when bus becomes disabled or in an emergency. The subcontractors must also be on the Montgomery County Public Schools Passenger Motor Carrier quality Assurance Program Approved Carriers list. The County reserves the right to reject the firm's selection of subcontractors.

Failure to submit any of the documents listed above, in a timely manner as indicated, may be cause to consider the applicant as non-responsive.

## **CONTRACTOR QUALIFICATIONS**

To be eligible for Contract Award, the Applicant must meet the following qualifications:

- a. The Applicant must be on and remain on the Montgomery County Public Schools Passenger Motor Carrier Quality Assurance Program Approved Passenger Motor Carriers list for the entire contract period. Should a contractor lose status on this list for any reason, the contractor will not be assigned any work, and the contract will be terminated for default as outlined in the General Conditions.
- b. The Applicant must have records for all bus drivers, including specialized driver training in operating the bus, appropriate Commercial Drivers License (CDL), and meet all Interstate Commerce Commission driver license and certifications.
- c. The Applicant must have a documented reliable and punctual track record of service.

d. The Applicant must submit all items required as listed under "Mandatory Submissions" and "Award Submissions", above.

e. The Applicant must sign the County's Pre-Approved Form Contract, as written, and accept, as written, the County's General Conditions of Contract Between County and Contractor ("General Conditions").

## **SECTION 1 - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**

### **1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

### **2. AMERICANS WITH DISABILITIES ACT**

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, *et seq.*

### **3. APPLICABLE LAWS**

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, *et seq.*

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

### **4. ASSIGNMENTS AND SUBCONTRACTS**

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

### **5. CHANGES**

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

### **6. CONTRACT ADMINISTRATION**

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;

- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

#### 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

#### 15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

#### 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

#### 17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

#### 18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

#### 19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

#### 20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

#### 21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.



TABLE A. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
<b>Bodily Injury by</b>				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 Under the General Conditions of Contract  
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
Rockville Center  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

**28. TERMINATION FOR CONVENIENCE**

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

**29. TIME**

Time is of the essence.

**30. WORK UNDER THE CONTRACT**

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

**31. WORKPLACE SAFETY**

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

**PMMD-45 REVISED 04/01/10**

## SECTION 2 – SPECIAL CONDITIONS

### 1. NOTIFICATION AND ASSIGNMENT DISTRIBUTION

Upon execution of contracts with qualified applicants the County will compile a list of Recreation Coach Bus Transportation Services Contractors and the type of buses in their fleet.

When services are needed, the County will contact the first contractor on the list that has the type of coach bus(es) that accommodates the transportation needs of the County. The assignments will be based upon the County's needs and the Contractor's ability and availability to provide the Recreation Coach Bus Transportation Service required by the County. All assignments will be made by the County on a rotating basis in the order that the contracts are executed. Should a contractor not be available to undertake the services upon notification from the County, or is not listed on the Montgomery County Public Schools Passenger Motor Carrier Quality Assurance Program Approved Passenger Motor Carriers list, the County will assign the services to the next available contractor on the list, and the list for future assignments will resume from that point.

### 2. COMPENSATION

The Contractor will be compensated for services provided, in accordance with the Recreation Coach Bus Transportation Services Rate Schedule (page 18). The cost of all services must not exceed the total amount listed on the purchase order issued by the County to the Contractor. The Contractor will be paid a one-hour travel time when the Contractor drops off the passengers at the destination and leaves; and, a one-hour travel time when the Contractor returns to pick up the passengers from the destination. The County will inform the Contractor in advance when this service will be used. The Contractor shall not commence any service under this Contract until a purchase order has been executed by the Office of Procurement; and, a Notice to Proceed has been issued by the Department of Recreation.

### 3. INVOICES

The County's payment terms are net thirty days. The Contractor must submit itemized statements within 30 days after completion of the services provided by the Contractor to the County. The Contractor's invoices must be on company letterhead and contain such detailed information as required by the County's Department of Recreation to determine accuracy of the charges. The Contractor must submit invoices to the County's Department of Recreation. All of the Contractor's invoices must contain the following attestation.

**"I hereby certify this invoice is correct for all work performed and services rendered and that payment as indicated is due".**

This attestation must be signed and dated by the Contractor's Contract Manager.

### 4. CONTRACT TERM

The effective date of this contract begins upon signature by the Director, Department of General Services. The period in which the Contractor must fill all orders for service under the Contract begins on the Contract's effective date and ends on December 31, 2015. The Contractor must also perform all work in accordance with the time periods stated in the Scope of Services.

### 5. ORDERING TERMS

Any order for service placed prior to the termination date of the Contract, but will not be completed by the termination date of the Contract, must be honored with all the terms, conditions and prices of the Contract still in effect until final delivery of the services is made and accepted by the County.

## 6. SUBCONTRACTING

All Subcontractors must meet the same qualifications as the main Contractor. **The Contractor must list all Subcontractors' names and qualifications on the Recreation Coach Bus Transportation Services Rate Schedule (page 18). A Subcontractor must not be allowed to perform any work without prior approval by the County.** The Contractor is fully responsible to the County for the acts and omissions of his/her Subcontractors, and/or persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the County.

## SECTION 3 – SCOPE OF SERVICES

1. The Contractor must provide full size "suburban or inter-city coach" style buses, each providing minimum seating for 44-47 and/or 55-57 passengers, built on a "heavy" chassis as defined in the bus industry, that contain the following amenities:  
reclining seats; lavatory facilities; fully functioning heat and air conditioning; (tinted glass is preferred); overhead baggage compartments that close securely; adequate headroom (a minimum of 74 inches is preferred); public address system with microphone easily accessible to person sitting behind driver; movie or video equipment; lights above each seat; lighted aisles; first-aid kits; and other features normally associated with comfortable suburban or inter-city passenger service;  
And/or provide seating for 24-28 passengers with the same amenities except: lavatory facilities, overhead storage, and movie equipment.
2. The Contractor must ensure that each bus provided, to perform services under this Contract, is equipped to meet all applicable federal and state highway specifications, Interstate Commerce Commission specifications and local specifications, safety standards, emission requirements, and handicap provisions. It is preferred that each bus have a front destination sign.
3. The Contractor must ensure that each bus provided, to perform services under this Contract, is equipped with working two-way radios, working cellular telephone, or like equipment that will enable communication with terminal or administrative personnel.
4. For senior trips, the Contractor must provide a minimum of at least one 56 passenger kneeling bus or a bus with retractable bottom step or ramp, to allow senior citizens to board. The Contractor must provide these buses with a restroom on level (no steps) and with lighted aisles. When requested, these buses must have swivel seats or seats that can be turned around.
5. The Contractor must ensure that each bus provided, to perform services under this Contract, meets all Americans with Disability Act (ADA) requirements. When requested by the County, the bus provided by the Contractor must be equipped with wheelchair lift or must be a kneeling bus and TV's must have the ability to provide open captioning (except 24-28 passenger buses).
6. The Contractor must ensure that each bus provided, to perform services under this Contract, be maintained in good working condition, including, but not limited to, properly functioning reclining seats, overhead bins that close securely (except 24-28 passenger buses), operable interior lights, and properly functioning lavatory facilities (except 24-28 passenger buses). Each bus provided must not be more than five (5) years old. The overall appearance, interior and exterior, of the bus provided must be clean, in good condition, and free of unpleasant odors.
7. The Contractor is responsible for paying all toll charges, licenses, fees, taxes, violation fines, fuel and other operating costs incurred by the contractor as a part of this Contract. The County will not reimburse the

Contractor for these expenses. The County will reimburse parking fees to the Contractor at cost, upon submission by the Contractor to the County of original receipts for such items. There shall be no other add-on charges of any kind.

8. The Contractor's driver must not smoke while performing the services required in this Contract.
9. Cell phone and testing usage must be in compliance with State and Local laws.
10. The Contractor must offer pick-up and drop-off at multiple locations, if required by the County.
11. The Contractor must provide back up buses in case of breakdown or malfunction of any equipment used in transporting passengers on County sponsored trips. Back up buses must contain the same amenities and be equipped in the same manner as primary buses as specified in items 1-6 in the Scope of Services.
12. For trips outside the Metropolitan Washington Area (defined as more than two (2) hours away) the Contractor must have in place an agreement with another bus company or bus companies must be in place to provide buses in an emergency.

#### **SECTION 4 – CONTRACTOR'S RESPONSIBILITIES**

1. The Contractor must designate and inform the County of a primary contact person, who must be available in the office on the day of the events, for the County to have a point of contact.
2. The Contractor's drivers who are assigned to a trip must have a clean driving record for a minimum of one (1) year prior to the date on which the trip is taken. The Contractor must produce a copy of the driver's record if requested by the County at no cost to the County.
3. The Contractor must have on file a copy of the results of each driver's background check (fingerprints and driving record). The Contractor must produce copies if requested by the County at no cost to the County.
4. The Contractor's drivers must meet all Department of Transportation regulations regarding hours worked per day.
5. The Contractor's drivers must meet Department of Transportation requirements for physical examinations and must carry a physical certification card on their person during all trips provided under this Contract.
6. The Contractor's drivers must have received and attended customer relations training at the Contractor's expense.
7. The Contractor's drivers must be properly trained in the operation of the equipment/vehicles provided under this Contract and must be knowledgeable about the requirements of transportation of children, teens, families, seniors, and adults.
8. The Contractor's drivers must be familiar with details of each itinerary and know driving directions and best route to event destination.
9. The Contractor's drivers providing services under this Contract must not solicit or request gratuities of any kind.

10. The Contractor must supply its bus driver with a working two-way radio, working cellular telephone, or like equipment that will enable communication with the County's administrative and maintenance staff.
11. The Contractor must supply the County with the name and telephone number for a primary contact person during non-business office hours and during emergencies for each event or for over night bus trips.
12. The Contractor's driver and bus must arrive at least fifteen (15) minutes prior to departure time. If the Contractor's driver and bus is late for any reason that results in missed shows or activities the Contractor is responsible for reimbursing the County for show tickets or other activity expenses lost as a result of the Contractor's lateness.
13. The Contractor must furnish each bus driver providing services under this Contract with an appropriate uniform identifying them as employees of the Contractor. Contractor's employees must wear the uniform at all times while on duty providing services under this Contract.
14. The Contractor's buses must pick up riders at the points designated by the County within Montgomery County. The Contractor's buses may be required to make 2-3 additional stops to pick up additional riders prior to departure for the event or trip. Upon return, the Contractor's buses must drop off all passengers at their original pick up locations.
15. As a safety precaution for senior trips returning after dark, the Contractor's buses and drivers must remain at the drop off site until participants have located their vehicles.
16. Bus Maintenance
  - a. The contractor is fully responsible for all maintenance and service of buses. All bus maintenance must be performed by qualified personnel possessing proper licenses and certificates.
  - b. The contractor is responsible for providing fuel, lubricants, tools, and employee uniforms. The Contractor must be responsible for providing all other functions and services necessary for the safe, reliable, and efficient operation of the contract bus service that are not specifically mentioned herein.
17. Storage of all buses shall be exclusively the responsibility of the Contractor.
18. The Contractor must immediately notify the County if they lose status on the Montgomery County Public Schools Passenger Motor Carrier Quality Assurance Program Approved Passenger Motor Carriers list for any reason.
19. The Contractor will be required to submit the following documents within 10 calendar days after being given an order for service:
  - a. List of buses assigned the trip.
  - b. Names of bus operators assigned the trip.
  - c. Copy of each bus operator's driving record (See Section 4.1)
  - d. Copy of each bus operator's current Commercial Driver's License
  - e. Copy of each bus operator's physical certification card (See Section 4.5)
  - f. Copy of background check, if applicable (See Section 4.3)
  - g. A statement that each driver being assigned the trip has received and attended Customer Relations Training (See Section 4.6)

## **SECTION 5 – COUNTY’S RESPONSIBILITIES**

1. When possible, the County will provide written notification of trip schedules to the Contractor at least one month in advance of the requested service.
2. On occasion the County will give a minimum of forty-eight (48) hour written notification of requested transportation service.
3. The County has the right to require departure points from anywhere within Montgomery County and to require services on both weekdays and weekends at no additional charge.
4. When the Contractor’s bus driver is requested to stay overnight, the County will be responsible for the room reservation and room payment. No meals shall be provided by the County for the Contractor’s bus driver.
5. The County has the right to revise or cancel trips due to snow emergency or other weather conditions, within two (2) hours notice to the Contractor prior to the first pick-up without financial penalty, and/or to revise departure and return times, trip intervals and number of trips during the time period covered by the Contract without any additional cost to the County.
6. Notice of cancellation for a trip after reservations for services have been made with (24) hours notice before departure time will be at no cost to the County. For service where less than 24 hours notice of cancellation is given by the County to the Contractor and the Contractor’s driver has left the terminal, except for in the case of cancellation due to weather conditions, a cancellation fee (a flat rate) may be charged; this fee is set forth on page 18, Recreation Coach Bus Transportation Rate Schedule.

## **SECTION 6 - REPORTS**

1. All customer service complaints received by the Contractor must be reported verbally to the County’s Contract Administrator within 24 hours and followed up in writing within ten (10) working days.
2. Contractor must provide detailed invoices with detailed line items of all costs that comprise the total cost of the trip(s) and must be in accordance with the fee schedule on page 18.

Should you have any questions regarding the application process, please contact Allison Cohen at (240) 777-6865.

## **SECTION 7 - QUALIFICATIONS**

To be eligible for a Contract Award, the Applicant must meet the following qualifications:

1. The Applicant must be on the Montgomery County Public Schools Passenger Motor Carrier Quality Assurance Program Approved Passenger Motor Carriers List for the entire contract period. Should a contractor lose status on this list for any reason, the contractor will not be assigned any work, and the contract will be terminated for default as outlined in the General Conditions.
2. The Applicant must have records for all bus drivers, including specialized driver training in operating the bus; appropriate Commercial Driver’s License (CDL); and, meet all Interstate Commerce Commission driver license and certifications.

## **Section 8 – General Conditions**

The General Conditions of Contract Between County and Contractor (“General Conditions” as set forth on pages 6 through 11 of this Contract must be adhered to by the Contractor. The Contractor must meet the Mandatory Insurance Requirements set forth on Attachment D. The Mandatory Insurance Requirements supersede the Insurance Requirements set forth in Provision 21 of the General Conditions.



Application Form/Signature Page  
Open Solicitation Contract #  
For  
RECREATION COACH BUS TRANSPORTATION SERVICES

The Contract which incorporates this Application Form/Signature Page; the Recreation Coach Bus Transportation Services Rate Schedule; the General Conditions of Contract Between County and Contractor; the Minority Business Program & Offeror's Representation; the Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor, and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan; the Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form"; and, the Mandatory Insurance Requirements, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between \_\_\_\_\_ hereinafter referred to as "Contractor" and Montgomery County, Maryland, herein referred to as "County". This Contract will become effective on the date of signature by the Director, Department of General Services. These items are listed in order of legal precedence in the event of a conflict between their terms.

---

**NAME AND SIGNATURE REQUIREMENTS FOR APPLICATIONS/CONTRACTS**

The correct and full legal business name of the applicant/contractor must be used. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the application/contract must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an application/contract is a representation by the person signing that the person signing is authorized to do so on behalf of the applicant or contractor.

\_\_\_\_\_  
Correct and Full Legal Business Name

FOR MONTGOMERY COUNTY, MARYLAND

\_\_\_\_\_  
Contractor's Federal Tax ID Number

\_\_\_\_\_  
David E. Dise, CPPO  
Director, Department of General Services

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Telephone Number

**RECOMMENDATION**

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Gabriel I. Albornoz, Director  
Department of Recreation

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Typed Name

This form has been approved as to form and  
legality by the Office of County Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **RECREATION COACH BUS TRANSPORTATION SERVICES RATE SCHEDULE**

The applicant shall submit this form for any of the services listed below.

By submission of this form we are offering the following checked (X) items:

### **DAY TRIPS**

1. \_\_\_\_\_ 24-28 Passenger Bus\*      \$95.00 per hour plus one hour travel time \*\*
2. \_\_\_\_\_ 44-47 Passenger Bus\*      \$100.00 per hour plus one hour travel time \*\*
3. \_\_\_\_\_ 55-57 Passenger Bus\*      \$115.00 per hour plus one hour travel time \*\*

\*Must include all amenities as outlined in Section 3.1.

\*\* See Compensation on Page 12.

### **OVERNIGHT TRIPS 55 to 57 Passenger Bus**

4. \_\_\_\_\_ Duration two (2) or more days      \$1,230.00 per day plus driver hotel cost  
(less than 500 miles one way)
5. \_\_\_\_\_ Duration of two (2) or more days      \$4.00 per mile plus driver hotel cost  
(500 miles or greater one way)

### **CANCELLATION FEE**

6. Cancellation fee less than 24 hours (when not due to weather conditions) and driver has left the terminal  
\$207.00

### **OPTIONAL PROMPT PAYMENT TERM**

The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered.

Optional prompt payment terms: \_\_\_\_\_ %, Net \_\_\_\_\_ Days (please insert, if any)

### **CONTACT PERSONS**

Name and telephone number of contact person during business hours (8:00 a.m. to 5:00 p.m.)

Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Name and telephone number of contact person after business hours (5:00 p.m. to 8:00 a.m.)

Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## **SUBCONTRACTING**

If you will be using a subcontractor to perform any of the services listed herein, provide the firm's name, address, Point of Contact, Telephone Number, and the portion of the service that will be provided by the subcontractor.

Portion of the Service: \_\_\_\_\_  
\_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Portion of the Service: \_\_\_\_\_  
\_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Telephone number: \_\_\_\_\_

### **REFERENCES (at least three are requested to be submitted)**

The applicant is to submit three current references for whom comparable service has been performed by the applicant. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services provided.

1. Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

[illegible]

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## ATTACHMENT A

### **MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

---

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County  
Office of Business  
Relations and Compliance

MFD Report of Payments Received

For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name:

Prime Contractor Company Name:

Contract Number/Title:

Project Location:

MFD Subcontract Amount: \$

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of \_\_\_\_\_, my company received \$ \_\_\_\_\_ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$

TOTAL PAYMENTS RECEIVED TO DATE: \$

Are you experiencing any contract problems with the prime contractor and/or the project?

YES ☐ NO ☐

Comments:

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(SIGNATURE OF COMPANY OFFICIAL)

( ) - ( ) -

TELEPHONE

FAX

E-MAIL

(TITLE)

(DATE)

Mail to: Alvin Boss, Program Specialist II  
255 Rockville Pike, Ste. 180  
Rockville, MD 20850

## ATTACHMENT B

### Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Procurement Officer. The letter must explain why a waiver is appropriate. The Director of the Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Department of General Services must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.



**MONTGOMERY COUNTY, MARYLAND  
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR  
PERFORMANCE PLAN**

Contractor's

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACT NUMBER/PROJECT DESCRIPTION: \_\_\_\_\_

**A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**B. This Plan covers the life of the contract from contract execution through the final contract expiration date.**

**C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is \_\_\_\_\_ % of the total dollars awarded to Contractor.**

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: \_\_\_\_\_

This subcontractor will provide the following goods and/or services: \_\_\_\_\_  
\_\_\_\_\_

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

\_\_\_\_\_  
MFD Program Officer Date: \_\_\_\_\_

Full Waiver Approved:

Partial Waiver Approved:

\_\_\_\_\_  
Director Date: \_\_\_\_\_  
Department of General Services

\_\_\_\_\_  
Director Date: \_\_\_\_\_  
Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. \_\_\_\_\_) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

2. TYPE CORPORATE CONTRACTOR'S NAME: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Director, Department of General Services

\_\_\_\_\_  
Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

## ATTACHMENT C

### Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

## Wage Requirements Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The bid price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

- ☐ 1. reserved [intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the solicitation, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For solicitation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your solicitation, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ . See Section 11B-33A(d).

### Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	<input type="checkbox"/>

## **501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

**NOTE:** IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".



## ATTACHMENT D

### **MANDATORY INSURANCE REQUIREMENTS**

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

#### **Commercial General Liability**

A minimum limit of liability of *one million dollars (\$1,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

#### **Automobile Liability Coverage**

A minimum limit of liability of *five million dollars (\$5,000,000)* combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

#### **Worker's Compensation/Employer's Liability**

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

#### **Additional Insured - AUTO & CGL**

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### **Policy Cancellation**

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

#### **Certificate Holder**

Montgomery County, Maryland  
Dept. Recreation  
Attn: Allison Cohen  
4010 Randolph Road  
Silver Spring, Maryland 20902

# Attachment E

## METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

### USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

#### OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		Alexandria, Virginia			Manassas Park, Virginia
		Alexandria Public Schools			Maryland-National Capital Park & Planning Commission
		Alexandria Sanitation Authority			Metropolitan Washington Airports Authority
		Arlington County, Virginia			Metropolitan Washington Council of Governments
		Arlington County Public Schools			Montgomery College
		Bladensburg, Maryland			Montgomery County, Maryland
		Bowie, Maryland			Montgomery County Public Schools
		Charles County Public Schools			Northern Virginia Community College
		College Park, Maryland			OmniRide
		Culpeper County, Virginia			Potomac & Rappahannock Transportation Commission
		District of Columbia			Prince George's County, Maryland
		District of Columbia Courts			Prince George's County Public Schools
		District of Columbia Public Schools			Prince William County, Virginia
		District of Columbia Water & Sewer Authority			Prince William County Public Schools
		Fairfax, Virginia			Prince William County Service Authority
		Fairfax County, Virginia			Rockville, Maryland
		Fairfax County Water Authority			Spotsylvania County Schools
		Falls Church, Virginia			Stafford County, Virginia
		Fauquier County Schools & Government, Virginia			Takoma Park, Maryland
		Frederick, Maryland			Upper Occoquan Sewage Authority
		Frederick County, Maryland			Vienna, Virginia
		Gaithersburg, Maryland			Virginia Railway Express
		Greenbelt, Maryland			Washington Metropolitan Area Transit Authority
		Herndon, Virginia			Washington Suburban Sanitary Commission
		Leesburg, Virginia			Winchester, Virginia
		Loudoun County, Virginia			Winchester Public Schools
		Loudoun County Public Schools			
		Loudoun County Sanitation Authority			
		Manassas, Virginia			
		City of Manassas Public Schools			

Vendor's Name